



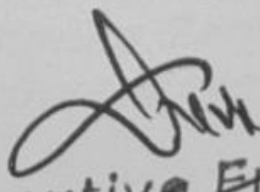
Bruhat Bengaluru Mahanagara Palike

TENDERS FOR THE WORK OF

White topping of road from Sheshadripuram First grade College to Aroma Bakery junction via 3rd Cross Road, 1st A Main Road, 16th B Cross Road Annexure- F-(2)
on Item Rate Basis under Two Cover System
(Short Term Tender Notification)
(Through GOK e - Procurement Platform <http://eproc.karnataka.gov.in>)

Tender Reference	:	BBMP/YNK/EE (Project)/TEND/30/2019-20
Last Date for Uploading the Filled Tender Document	:	11/03/2020.
Time and Date of Opening of Technical Bid of Tenders	:	12/03/2020 at 16:00Hrs.
Place of Opening of Technical Bid of Tenders	:	Office of the Executive Engineer Projects division-Yelahanka Zone 2 nd Floor, Yelahanka Zonal Office B.B.M.P, Bangalore - 560 092.
Time and Date of Opening of Financial Bid of Tenders	:	Will be intimated to the Qualified Tenderers
Place of Opening of Financial Bid of Tenders	:	Office of the Executive Engineer Projects division-Yelahanka Zone 2 nd Floor, Yelahanka Zonal Office B.B.M.P, Bangalore - 560 092.
Address for Communication	:	Office of the Executive Engineer Projects division-Yelahanka Zone 2 nd Floor, Yelahanka Zonal Office B.B.M.P, Bangalore - 560 092.




Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

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No. BBMP/YNK/EE (Project)/TEND/30/2019-20

BRUHAT BANGALORE MAHANAGARA PALIKE



Office of the Executive Engineer,
Projects Division, Yelahanka
Zone, Byatarayanapura,
Bangalore-560 092
Dated: 26/02/2020

**NOTICE INVITING TENDER (NIT)
SHORT TERM TENDER (TWO COVER SYSTEM)
(Through GOK e-Procurement Portal Only)**

1. The Executive Engineer (Project Division), Yelahanka Zone BBMP invites tenders from eligible contractors registered in Bruhat Bangalore Mahanagara Palike / KPWD / CPWD / Railways / MES / National Highway or any state Govt. Organization for the construction of works detailed in the Table below. The tenderers may submit tenders for the works given in the table through e-procurement portal of the Government of Karnataka (viz <http://eproc.karnataka.gov.in>). The tenderers are advised to note the minimum qualification criteria specified in clause-3 of the instructions to Tenderers to qualify for award of the contract as per standard **Tender Document –KW1, KW2, KW3 & KW4**.
2. Tender documents may be downloaded from the e-procurement portal of The Government of Karnataka.
3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **180 days** beyond the validity of the tender. If the tenderer quotes less than the estimate cost, the Difference amount in form of DD payable in the favour of "The Commissioner, BBMP, Bangalore" should be Scanned furnished along with the technical document at the time of submitting bids and the same has to be Submitted to this office on the same date within 4.30 pm.
4. Other details can be seen in the tender documents.
5. Cost of Tender Form will be Non-refundable as per e-Procurement Portal.
6. The Completion Period for the below said works is 09 months (Including monsoon).

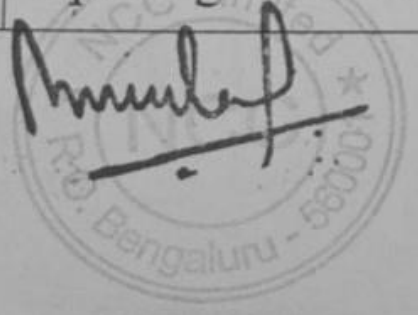


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Sl. No	Name of the projects	Amount put to Tender (Rs. In Lakhs)	EMD
1	Improvements to roads and drains in Amruthahalli and Surroundings in Ward No.07 (2nd Call)	175.24	2.63 Lakhs
2	Providing Grills and Constructions of Pathway at Vinayaka Park at A Sector in Ward No.04 (2nd Call)	131.50	1.98 Lakhs
3	Construction of Mini Vidhansouda compound gate, PU college and Bangla Higher Primary school Auditorium and other developmental works in Ward No.01 (2nd Call)	108.45	1.63 Lakhs
4	Development of Vidyaranyapura Burrial ground in Ward No.11 (2nd Call)	126.80	1.91 Lakhs
5	Improvement of Basavalingappa Tomb (3 rd Call) (KW-2)	50.00	1.00 Lakhs
6	Construction of Public Toilets at Parks in ward no. 04 Yelahanka New Town (2 nd Call) (KW-1)	10.00	25,000/-
7	Construction of Additional floor to existing Library at Vidyaranyapura Ward no.09 in Byatarayanapura Assembly Constituency	131.01	1.98 Lakhs
8	Package No.16 Construction of Ambedkar Bhavan at Dasarahalli and R K Hegdenagar in Ward No.06 Thanisandra	139.63	2.01 Lakhs
9	Construction of Samudhaya Bhavana at Mariyannapalya in Ward No.07 (KW-2)	24.90	50,000/-
10	Construction of Gym Room above existing Swimming Pool Office Building and other developmental works in Allalasandra Ward No.04 Yelahanka Satellite Town	130.46	1.96 Lakhs
11	Providing Indoor Gym Equipments to Hoysala Stadium and Outdoor Gym, Children Play Equipments to Parks in Ward No.04 Yelahanka Satellite Town	139.29	2.01 Lakhs
12	Construction of Ward Office in Ward No.05, Byatarayanapura	166.50	2.50 Lakhs
13	Construction of Indoor Stadium building above existing Swimming pool in Ward No.07	249.58	3.75 Lakhs
14	Construction of Indoor Stadium at Telecom Layout in Ward No.05 Surrounding area Byatarayanapura Sub Division	125.40	1.88 Lakhs
15	White topping of road from Sheshadripuram First grade College to Aroma Bakery junction via 3 rd Cross Road, 1 st A Main Road, 16 th B Cross Road Annexure- F-(2)	1229.30	15.00 Lakhs

Time Schedule/Calendar of events:

1	Last date & time for Queries (only through online)	:	09/03/2020 upto 3.00 PM
2	Date and time of per-bid meeting	:	09/03/2020 At 4.00 PM
3	Last Date & Time for receipt of Tenders	:	11/03/2020 upto 4:00 PM
4	Opening of Technical bid	:	12/03/2020 at 4.30 PM



5	Opening of Financial bid (If Possible)	: On 13/03/2020 at 4.00 PM if possible
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Eligibility criteria:

Class-1 A/ Class-1 contractors registered in Bruhat Bangalore Mahanagara Palike / KPWD/CPWD/ Railways /MES/ any state or Central Govt. Organization having suitable Technical, Financial and managerial capabilities satisfying the following conditions are eligible to apply.

1. The Bidder should have executed and completed successfully within the stipulated period a single work of similar nature contract not less than 50% of tender amount in any of the financial year of **2014-15 to 2018-19**. In support of this, bidder should furnish a certificate duly certified by the competent authority along with Technical Bid. If the Bidder likes to quote for more than one work than the total work done value should be 50% of total intended bidding value.
2. The Tenderer should produce similar nature of Work Done Certificate not less than 50% of the estimated amount.
3. Achieved in at least two financial years a minimum turnover not less than two times the amount put to tender and also considering total amount of tender for which he may be eligible. If the Bidder likes to quote for more than one work than the total work done value should be 2 times of total intended bidding value.
4. Present net worth should be two times the amount put to tender in support of this, the bidder should furnish certificate certified by the Chartered accountant. If the Bidder likes to quote for more than one work than the total work done value should be 2 times of total intended bidding value.
5. The Bidder should own/lease the requisite Machinery / Equipment as per the tender documents.
6. The bidder shall furnish details of the project on hand.
7. The bids will be evaluated based on the bid capacity. Further a maximum of not more than Three works will be allotted to a single bidder also considering the projects on hand in conjunction with Para (2).

The Tender is a Two cover Tender system consisting of

TECHNICAL BID

The Technical Bid should contain EMD, details of technical, financial and managerial capabilities to execute the work as per the requirements in Para 1 to 4 above.

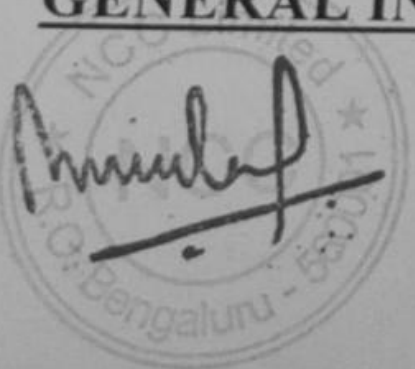
FINANCIAL BID

The financial bid should contain only the price bid. For such of those contractors, whose technical bids do not satisfy the eligibility, their financial bids will not be opened and the tenders will summarily be rejected.

TERMS AND CONDITIONS

- No joint venture / Consortia are permissible.
- Tender forms will be issued only on presenting the pass book (Contractors registration Book) and entries will be made in the pass book at the time of issuing tender booklets. Non submission of the tender attracts action as per the conditions stipulated in the rules of registration of contractors.
- The successful tenderer will have to execute an agreement with BBMP within seven days of receipt of intimation, failing which his tender will be rejected forfeiting the EMD.
- Bruhat Bangalore Mahanagara Palike reserves the right to accept/reject any or all the tenders without assigning any reasons.
- Any other details regarding the works and other information can be obtained from the above office during office hours
- GST Shall be paid to the tendered amount separately.

GENERAL INFORMATION:-



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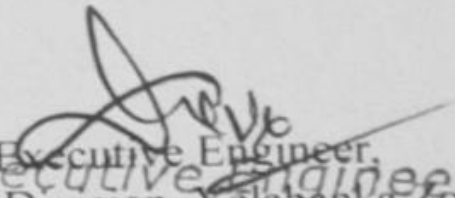
1. Pre-bid meeting will be held in the office of the **Chief Engineer, Yelahanka Zone, Zonal Office** to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Tenders must be submitted online through e-procurement portal and the opening of tenders will be as per the e-procurement portal guidelines.
3. Aspiring bidders/contractors who have not registered in e-procurement should register before participating through the website <https://eproc.karnataka.gov.in>
4. Before submission of online bids bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit GOK e-procurement website <https://eproc.karnataka.gov.in> or contact e-procurement Helpdesk at 080-25501227 / 25501216.
7. This tender notice can also be seen on the BBMP website www.bbmponline.org

Sd/-

Executive Engineer,
Project Division, Yelahanka Zone,
Bruhat Bangalore Mahanagara Palike.

Copy Submitted to:-

1. The Worshipful Mayor/Deputy Mayor for kind information.
2. The Commissioner for kind information.
3. The Special Commissioner (Project) for kind information.
4. The Engineer-In-Chief for kind information.
5. The Joint Commissioner (Yelahanka Zone) for kind information.
6. The Chief Engineer (Yelahanka Zone) for kind information.
7. Public Relation Officer BBMP for information and to publish in two leading Newspapers in Kannada and English


Executive Engineer,
Project Division, Yelahanka Zone,
Bruhat Bangalore Mahanagara Palike.
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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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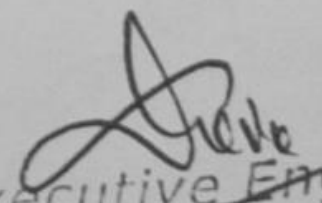


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A. General

1. **Scope of Tender**
 - 1.1 The Bruhat Bengaluru Mahanagara Palike (referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for the Construction of Works (as defined in these documents and referred to as "the Works") as detailed in the Table given in the Invitation for Tenders (IFT).
2. **Eligible Tenderers**
 - 2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka
 - 2.2 Tenders from Joint Ventures are not acceptable.
3. **Qualification of the Tenderer**
 - 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.
 - 3.2 To qualify for Award of this Contract, each Tenderer in its name should have in the last five years i.e. 2014 - 2015 to 2018 - 2019
 - a. Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of **Rs. 2460.00 Lakhs**. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2019 - 2020
 - b. Satisfactorily completed, as Prime Contractor, at least one similar work such as **Rigid Pavement Work / White Topping Work/Road Cum Bridge/ Road Cum Via duct** of Value not less than **Rs. 615.00 Lakhs**. Further, the value of the Completed Works of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2019 - 2020.
 - c. Executed in any one year, the following minimum quantities of Work.
 - i. M40 grade and above: **2452.00 cum**
 - ii. Bituminous Macadam/DBM/BC: **1110.00 cum.**
 - iii. M20/M25/M30 grade concrete: **2384.00 Cum**
 - 3.3 Each Tenderer should further demonstrate
 - a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished. Further, Tenderer applying for more than one Package shall demonstrate the resource separately for each package.

Equipment	No. / Capacity	
	Own	Hire
Concrete Paver (Slip form/Fixed)	1 Nos.	1 Nos
Bituminous Pavement Surface Milling Machine	-	1 Nos.
Concrete Pavement Groove Cutting Machine	2 Nos.	2 Nos.
Asphalt Paver	1 No.	-
Hot Mix Plant 40-60TPH	-	1 No.
 - b. Liquid Assets and / or availability of Credit Facilities of no less than **Rs. 308.00 Lakhs** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement, etc.).
 - c. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.
 - d. He is financially sound and has not undergone Corporate Debt Restructuring (CDR) during the last five Financial Years. The Tenderer shall give a Certificate as per the format given in Section 3


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Qualification Information:

- 3.4 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.
- 3.5 Sub-Contractors' Experience and Resources shall not be taken into account in determining the Tenderers Compliance with the Qualifying Criteria.
- 3.6 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:
Assessed Available Tender Capacity = $(A * N * 1.5 - B)$
Where
- A = Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to 2019 - 2020 Price Level) taking into account the completed as well as works in progress.
- N = Number of years prescribed for completion of the Works for which Tenders are invited, i. e. months.
- B = Value, at 2019 - 2020 Price Level, of existing commitments and on going works to be completed during the next months.

Note: The Statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in Charge, not below the Rank of an Executive Engineer or equivalent.

- 3.7 Even though the Tenderers meet the above Criteria, they are subject to be Disqualified if they have
- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
 - record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures, etc. and / or
 - participated in the Previous Tender for the Same Work and had quoted Unreasonably High Tender Prices and could not furnish Rational Justification.

4. One Tender per Tenderer

- 4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. Cost of Tendering

- 5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. Site Visit

- 6.1 The Tenderer at his own Responsibility and Risk is encouraged to visit and examine the Site of Works and its Surroundings and obtain all Information that may be necessary for Preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

B. Tender Documents

7. Content of Tender Documents

- 7.1 The Tender Documents shall have all the Sections given in Page 2.

8. Clarification of Tender Documents

- 8.1 Refer Clause No. 8.2 below.

- 8.2 **Pre Tender Meeting**
- 8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will take place at the Office of the Chief Engineer (Yelahanka), Bruhat Bengaluru Mahanagara Palike, 2nd Floor, BBMP office, Amurthahalli Main Road, Byatarayanapura, Bengaluru - 560 092 on **09/03/2020 at 16:00 hrs.**
- 8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.
- 8.2.3 The Tenderer is requested to submit any Questions in e-procurement portal not later than **09/03/2020 upto 15:00 hrs.**
- 8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre Tender Meeting and the same will be displayed in the Website.
- 8.2.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

9. **Amendment of Tender Documents**
- 9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.
- 9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.
- 9.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

10. **Documents Comprising the Tender**
- 10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

10.1.1 **Technical Bid**

- Earnest Money Deposit.
- Qualification Information as per Formats given in Section 3.

10.1.2 **Financial Bid**

- The Tender (in the format indicated in Section 4).
- Priced Bill of Quantities (Section 9).
and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. **Tender Prices**

- 11.1 The Contract shall be for the whole Works as described in Sub Clause 1.1, based on the Priced Bill of Quantities submitted by the Tenderer.
- 11.2 The Tenderer shall fill in Rates and Prices and Line Item Total (both in Figures and Words) for all Items of the Works described in the Bill of Quantities along with Total Tender Price (both in Figures and Words). **Items for which no Rate or Price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other Rates and Prices in the Bill of Quantities.**
- 11.3 All Duties, Taxes, and other Levies payable by the Contractor under the Contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer.
- 11.4 The Rates and Prices quoted by the Tenderer shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of Clause of the Conditions of Contract.



12. **Tender Validity**
12.1 Tenders shall remain valid for a period not less than one hundred and eighty (180) days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a shorter period shall be rejected by the Employer as Non Responsive.
12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in writing or by cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. **Earnest Money Deposit**
13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only **Rs. 1.00 Lakh (Rupees One Lakh only)** shall be paid in the e - procurement portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / Scheduled Bank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e - Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account - to - Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e - Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the e - Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e - Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

- 13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

- a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of Bank Guarantee from any Nationalised / Scheduled Bank valid for a period of not less than one hundred and twenty (120) days beyond the Validity of the Tender as specified in Clause 12. The scanned copy of the Bank Guarantee shall be uploaded with the Technical Bid. Further, the Original Bank Guarantee shall be submitted to the Office of the Executive Engineer Project Division, Yelahanka Zone, Bruhat Bengaluru Mahanagara Palike, Bengaluru - 560 092
 - b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.
- 13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.
 - 13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.
 - 13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.
 - 13.6 The Earnest Money Deposit may be forfeited
 - a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
 - b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
 - c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - i. Sign the Agreement; or
 - ii. Furnish the required Performance Security.
14. **Format and Signing of Tender**
 - 14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.
 - 14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.
 - 14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorised to sign on behalf of the Tenderer. Such Authorisation shall be indicated by a Written Power - of - Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

D. Submission of Tenders

15. **Sealing and Marking of Tenders**
 - 15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e - Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 7 shall be attached to the e - Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.
 - 15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Executive Engineer (Project Central - 2). Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever asked by the Employer.
16. **Deadline for Submission of the Tenders**
 - 16.1 Tenders must be received by the Employer at the Website Address specified above no later than **11/03/2020 upto 16:00 hrs.**
 - 16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in

accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e - Procurement.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Tender on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders and the Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.4 Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or including in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenderers received in the e - Procurement Portal in the Presence of the Tenderers or their Representatives who choose to attend at **16:00 hrs. on 12/03/2020** in the Office of the Executive Engineer, Project Division, Yelahanka Zone, BBMP. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such Other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per Stipulations in ITT Clause and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bid of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid received in the e - Procurement Portal containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bids will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be Confidential

21.1 Information relating to the Examination, Clarification, Evaluation and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other Persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award

Decisions may result in the Rejection of his Tender.

22.

22.1

Clarification of Tenders

- To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the Evaluation of the Tenders in accordance with Clause 24.
- 22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.
- 22.3 Any Effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

23.

23.1

Examination of Tenders and Determination of Responsiveness

- Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender (a) has been properly signed; and (b) is Substantially Responsive to the Requirements of the Tender Documents.
- 23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.
- 23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer and may not subsequently be made Responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

24.

24.1

Correction of Errors

- Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.
- (a) where there is a Discrepancy between the Rates in Figures and in Words, the Lower of the two will govern; and (b) where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by the Quantity, the Unit Rate as quoted will govern.
- 24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount, the Tender will be rejected and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.7 (b).

25.

25.1

Evaluation and Comparison of Tenders

- The Employer will evaluate and compare only the Tenders determined to be substantially Responsive in accordance with Clause 23.
- 25.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows.
- a. making any Correction for Errors pursuant to Clause 24; and
- b. making appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.
- 25.3 The Employer reserves the Right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.
- 25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the Conditions of Contract, during the Implementation of the Contract, will not be taken into account in Tender

- 25.5 Evaluation.
If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

F. Award of Contract

26. Award Criteria

- 26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) Qualified in accordance with the Provisions of Clause 3.

27. Employer's Right to accept any Tender and to reject Any or All Tenders

- 27.1 Notwithstanding Clause 26, the Employer reserves the Right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

28. Notification of Award and Signing of Agreement

- 28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e-mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.
- 28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 20 days following the Notification of Award along with the Letter of Acceptance. Within 7 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer.
- 28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

- 29.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.
- Banker's Cheque / Demand Draft / Pay Order in favour of "The Commissioner, BBMP, Bengaluru" payable at Bengaluru or
 - A Bank Guarantee in the Form given in Section 10.
 - Specified Small Saving Instruments pledged to "The Commissioner, BBMP, Bengaluru".

- 29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.
- 29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

- 29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.
30. **Advance Payment and Security**
- 30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in the Contract Data.
31. **Corrupt or Fraudulent Practices**
- 31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer
- a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.
- b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.
- 31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.




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SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

[Attach Copy]

[Attach Copy]

- 1.1 Constitution or Legal Status of Tenderer

Place of Registration

Principal Place of Business

- 1.2 Details of Individual (s) who will serve as the point of Contact / Communication for the Tenderer:

- Name
- Designation
- Company
- Address
- Telephone / Mobile Number
- email Address:

- 1.3 Particulars of the Authorised Signatory of the Tenderer

- Name
- Designation
- Address
- Telephone / Mobile Number

- 1.4 Total Value of Civil Engineering Construction Works executed and Payments received in the last five years (in Rs. Lakh)

2014 - 15 _____
2015 - 16 _____
2016 - 17 _____
2017 - 18 _____
2018 - 19 _____

[Attach Certificate from Chartered Accountant]

- 1.5 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.4 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9



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1.6 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five Years specified in 1.4 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed ¹		Remarks (Indicate Contract Reference)
			Pavement Quality Concrete / White Topping (cum)	Bituminous Macadam/DBM /BC (cum)	
2014 – 15					
2015 – 16					
2016 – 17					
2017 – 18					
2018 – 19					

Items of Work for which Data is requested should tally with that specified in ITT Clause 3

1.7 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contract (Rs. Lakh)	Stipulated Period of Completion	Value of Works remaining to be Completed (Rs. Lakh)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

Attach Certificates from Employer in charge.

(B) Works for which Tenders already submitted

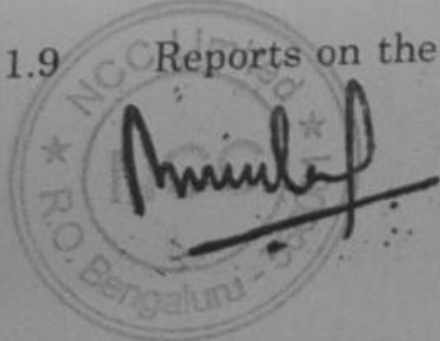
Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.8. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's



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- 1.10 Reports for the last Five Years.
- 1.11 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.
- 1.12 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.
- 1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

BANKER'S CERTIFICATE

This is to certify that M/s. _____ is a reputed Company with a good Financial Standing. If the Contract for this work, namely _____ (name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. _____ to meet the Working Capital Requirements for executing the above Contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address

Note: No Change in the above Bank Certificate Format is acceptable.

1.13 Proposals for Subcontracting Components of Works amounting to more than 20% of the Contract Price.

Item of Work	Value of Sub Contract	Identified Sub Contractor (Name and Address)	Experience of Similar Work

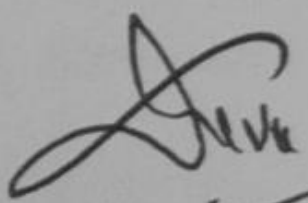
Attach Certificate from the respective Employers.

- a. Information on Litigations in which the Tenderer is involved.

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

- b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.




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